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EXTRAORDINARY

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No. 19, Port Blair, Friday, January 22, 2010

ANDAMAN AND NICOBAR ADMINISTRATION
DIRECTORATE OF INDUSTRIES
PORT BLAIR

NOTIFICATION

Port Blair, dated the 22nd January, 2010

No. 16/2010/F. No2-386/Subsidy/IND/PL/2009-10.—In supersession of Notification No. 82/2009/F. No. 2-93/PL/IND/2007-08 dated 18/06/2009 The Andaman and Nicobar Administration has been pleased to frame a New Scheme / Programme for the Grant of Andaman & Nicobar Island Capital Investment Subsidy for Micro & Small Enterprises. Under the programme "Andaman & Nicobar Island Capital Investment Subsidy for Micro & Small Enterprises," subsidy on the fixed capital investment shall be granted to Micro & Small Enterprises @ 25% set up in South Andaman, Middle & North Andaman District subject to maximum of Rs. 50.00 lakhs and @ 50% subsidy on the fixed capital investment to the Micro & Small Enterprises set up at Nicobar District subject to maximum of Rs. 50.00 lakhs.

1. Name & Title of the Scheme:

This programme may be called "Andaman & Nicobar Island Capital Investment Subsidy Scheme for Micro & Small Enterprises".

2. Commencement & Duration :

The Scheme / Programme will be implemented during Eleventh Five Year Plan period 2007-2012. The Scheme / Programme shall come into effect from 1st April, 2007 and shall remain in operation up to 31st March, 2012. The Scheme / Programme shall be available to all such Micro & Small Enterprises which have commenced their commercial production on or after 1st April, 2007 and or undergone substantial expansion on or after 1st April, 2007.

3. Definitions :

- i. "Andaman & Nicobar Island Capital Investment Subsidy" means the amount reimbursable to the Micro & Small Enterprises on its fixed capital investment but excluding land, building and vehicles.
- ii. "Fixed Capital Investment" means investment made in plant & machinery and other productive assets but excluding Land, Building & Vehicles.
- iii. "Substantial Expansion" means additional investment in plant & machinery that have direct linkage with the process of production and with an enhancement of production above 25% from the production before expansion.
- iv. "Enterprises" means an industrial undertaking or business concern or any other establishment by whatever name called engaged in manufacture or production of goods in any manner pertaining to industry specified in the first schedule of the Industries (Development and Regulation) Act, 1951 (65 of 1951) or engaged in providing or rendering of any service or services.
- v. "Micro Enterprises" means an enterprise classified as such under sub clause (i) of clause (a) or sub-clause (i) of clause (b) of Sub-Section (i) of Section7, Chapter-III of MSMED Act, 2006.
- vi. "Small Enterprises" means an enterprise classified as such under sub clause (ii) of clause (a) or sub-clause (ii) of clause (b) of Sub-Section (i) of Section7, Chapter-III of MSMED Act, 2006.

- vii. **“Implementing Agency & Disbursing Agency”** means District Industries Center, Andaman & Nicobar Administration.
- viii. **“Policy Formulating Agency”** means Directorate of Industries, Andaman & Nicobar Administration.
- ix. **“Hotels”** means ‘any premises or part of premises including a house boat or a tent where lodging with or without board or any kind of eatables or beverages is provided for monetary consideration’.
- x. **“Restaurants”** ‘Restaurants’ provide any kind of food or beverages for monetary consideration.
- xi. **“Portable Decompression Chamber for Scuba Diving”** means a pressure vessel used in surface supplied diving to allow the divers to complete their decompression stops at the end of a dive on the surface rather than under water. This eliminates many of the risks of long decompressions under water, in cold or dangerous conditions.
- xii. **“Scuba Diving”** means one who uses scuba gear in under water swimming i.e. Scuba Diving is a form of underwater diving in which a diver uses scuba set to breath underwater for recreation, commercial or industrial reasons.
- xiii. **“Water Sports”** means Water Sports ventures like Scuba Diving, Canoeing, Kayaking, Parasailing, Rafting, Rowing, Waterskiing and Jet Skiing

4. Eligibility:

All Micro & Small Enterprises, Self Help Groups and Handicrafts unit shall be eligible for subsidy under this programme which fulfils any of the following criteria:-

- I. Is a holder of Memorandum-II under the Micro & Small Enterprises Development Act, 2006 issued by District Industries Centre, A & N Islands or
- II. Obtained Permanent Registration with either Directorate of Industries or District Industries Centre, A & N Islands or
- III. Is holding license from Govt. of India, Ministry of Industry or
- IV. Is a holder of approved Industrial Entrepreneur Memorandum or
- V. Is a 100% Export Oriented Unit (EOU) approved by Govt. of India, Ministry of Industry
- VI. The units which come into production/operation/substantial expansion on or after 01/04/2007 upto the date of Notification shall submit the claim within one year from the date of this Notification
The units which come into production/operation/substantial expansion after the date of this Notification till 31/3/2012 shall submit the claim within one year from the date of production/operation/substantial expansion.
- VII. Any enterprise obtaining Acknowledgement of Entrepreneurs Memorandum in Part-I within 31.03.2012 are eligible to avail the benefits under the scheme upto 31.03.2015 provided the Entrepreneur obtain EM Part-II within maximum three years from the date of filing of EM Part-I i.e latest by 31.03.2015.
- VIII. Hotels fulfilling criteria of 1 star or above facilities.
- IX. Water Sports activity including Canoeing, Kayaking, Parasailing, Rafting, Rowing, Water Skiing & Jet Skiing.
- X. Tourist Boats including House boat registered under I V Act or MS Act for Tourism purposes.
- XI. Subsidy is available only for purchase of plant & machinery & equipments including sewage treatment plant & water harvesting systems. Land, building & vehicles shall not be eligible for subsidy.
- XII. Only Portable Decompression Chamber for Scuba Diving purpose are eligible for Island Capital Investment Subsidy in case of Scuba Diving.
- XIII. Investment on ‘Second hand’ Plant, Machinery, Equipments and other Fixed Assets is ineligible for Island Capital Investment Subsidy.

Note:- Any Micro & Small Enterprises & Self Help Group and Handicrafts Unit that avails assistance under this programme “Andaman & Nicobar Island Capital Investment Subsidy Scheme / programme for Micro & Small Enterprises” shall not be eligible to avail assistance under similar programmes of Andaman & Nicobar Administration or Govt. of India.

5. Terms & Condition:

- i. Units/ enterprises claiming subsidy under this programme must satisfy any one of the following conditions:
 - ❖ The unit shall be set up on its own land.
 - ❖ The unit shall be set up on the land leased to it for a minimum period of five years from the date of application for subsidy.
 - ❖ The unit shall be set up in a rented building, which is leased to it for a minimum period of five years from the date of application for subsidy.
- ii. The land in which the enterprise is set up shall be converted for commercial use and the unit should obtain No-Objection Certificate from the Municipality/ Gram Panchayat/ District Administration as the case may be, for site development. The construction work shall be carried out as per LR & LR Regulations, Panchayat Regulations / Municipal Regulation and CRZ norms as applicable.
- iii. The electrical installations claimed under the programme should be energy efficient.
- iv. The unit should employ 60% of its staff from Islanders.
- v. Any unit availing assistance under this programme should be operational for minimum 05 years from the date of disbursement of subsidy, except on account of any natural calamity or other unforeseen circumstances failing which the subsidy is liable to be returned to A & N Administration.

6. Procedure for Claiming Subsidy:

- i. After obtaining Entrepreneur's Memorandum-II the unit shall furnish its claim to the General Manager , District Industries Center, Andaman & Nicobar Administration in the prescribed form (**Annexure-I**) along with all supporting documents, bills/ vouchers.
 - ❖ Certificate from Chartered Accountant regarding capital expenditure incurred on the project (Annexure-II).
 - ❖ A certificate in prescribed proforma (Annexure-III) from the financial institution certifying the amount of loan sanctioned and disbursed, if any.
 - ❖ Document relating to conversion of land for commercial purpose under the A & N Islands Land Revenue and Land Reforms Regulations 1966, as required.
 - ❖ Approved building plan from the Municipal Council/PRI under the bye laws of PBMC/PRI Regulation & Rules, as required.
 - ❖ Clearance from the Pollution Control Committee as required.;
 - ❖ CRZ clearance wherever applicable.
 - ❖ Hotel should be equipped with minimum 1 star or above facilities.

Note: In case of the Enterprises with a Capital Investment of Rs.1.00 Lakh or less the requirement of production of the certificate from the Chartered Accountant is not necessary, provided such claims are properly verified and certified by General Manager, District Industries Center before the subsidy is sanctioned/ disbursed by the A & N Administration.

- ii. The Capital Investment Subsidy application so submitted shall be examined by General Manager, District Industries Center, Andaman & Nicobar Administration within 30 days and a duly authenticated verification report prepared as per (Annexure-IV).

7. Sub- Committee and Scrutiny Committee:

- i. The claim will be placed before the sub- committee comprising of :
 - ❖ General Manager, District Industries Center - as Chairman
 - ❖ Representative of concerned Functional Department - as Member
 - ❖ Sr. Accounts Officer (Fin.), A&N Admn. -as Member
 - ❖ The Dealing Functional Manager , DIC -as Member Secretary

The committee shall do the preliminary scrutiny before placing the claim to the "Scrutiny Committee", if necessary conduct physical verification.

- ii. The recommendations of the sub-committee alongwith detailed claim of the Enterprises will be submitted to the **Scrutiny Committee** comprising of:
 - ❖ Secretary (Ind)- Chairman
 - ❖ Director (Fin.) -as Member
 - ❖ Director of Industries- as Member
 - ❖ General Manager, DIC - as Member Secretary.

iii. After recommendation of the Scrutiny Committee, the District Industries Center shall process for obtaining Administrative approval, expenditure sanction, prepare bills to be sent to PAO for drawl of funds for disbursement after completion of all required formalities and documentation.

8. Sanctioning Authority:

Hon'ble Lt. Governor, A & N Islands shall be the sanctioning authority.

9. Documentation:

On receipt of the sanction from the sanctioning authority the implementing agency General Manager, District Industries Center, Andaman & Nicobar Administration shall issue sanction letter to the unit in prescribed form (**Annexure -V**) stating the amount sanctioned and the unit shall be required to furnish the following documents in order to avail the sanctioned subsidy:

- a) An agreement executed with the Govt. in the prescribed form (Annexure- VI) appended to this programme.
- b) Proper money receipt for the sanctioned subsidy amount.
- c) A certified copy of the Board's resolution accepting the Capital Investment Subsidy in case the unit is set up by a Co-operative Society or a limited company.
- d) An undertaking from the unit to the effect that the subsidy shall be adjusted towards the loan account in case the unit has availed financial assistance from the Govt./ Financial Institutions/Bank/Corporation for creating fixed assets in Annexure- VII.

10. Disbursement of Subsidy:

The General Manager, District Industries Center, Andaman & Nicobar Administration shall be disbursing agency for the subsidy and will be responsible for maintaining all records of such disbursement.

11. Miscellaneous:

The General Manager, District Industries Centre shall submit the monthly progress report both physical & financial to the Policy Formulating Agency (Directorate of Industries, A&N Administration).

12. Recall of Subsidy:

The Lt. Governor may recall the subsidy disbursed under the programme in respect of a enterprises under any of the following circumstances:

- i. In case there is a breach of any condition of programme/agreement by the enterprises.
- ii. In case the enterprises has obtained the Island Capital Investment Subsidy by misrepresentation of facts or by furnishing false information.
- iii. In case the enterprises goes out of production/service within five years from the date of disbursement of subsidy, except in cases where the unit remains out of production/service for a short period extending not more than six months, due to reasons beyond its control.
- iv. In case the enterprises fail to furnish any information/ report as and when sought.
- v. In case the enterprises, without taking prior approval of General Manager, District Industries Center, Andaman & Nicobar Administration shifts the location of the unit or a part of it or disposes substantial part or whole part of its fixed assets within a period of five years after the receipt of Subsidy.
- vi. In case the enterprises is found ineligible for any other reason whatsoever.

13. Power of Interpretation:

Power of Interpretation of any clause under the programme shall lie with the A & N Administration.

14. Arbitration:

In the event of any dispute or difference arising out of the programme or any of the claims therein, the same shall be referred to a sole Arbitrator appointed by Hon'ble Lt. Governor and the provision of Arbitration and Conciliation Act, 1996 shall be applicable. The decision of the Arbitrator shall be final and binding on both the parties and the proceeding of the Arbitrator shall be held at Port Blair.

By order and in the name of the Lieutenant Governor,

Sd/-
(M.N. Murali)
Joint Secretary & Director of Industries

ANNEXURE- I

**APPLICATION FOR
ANDAMAN & NICOBAR ISLANDS CAPITAL INVESTMENT SUBSIDY PROGRAMME FOR
MICRO & SMALL ENTERPRISES**

From

To

The General Manager
District Industries Center
Andaman & Nicobar Administration
Port Blair.

Sub: Application for Andaman & Nicobar Island Capital Investment Subsidy Programme for Micro & Small Enterprises- reg.

Sir,

In accordance with the Andaman & Nicobar Island Capital Investment Subsidy Programme under the Infrastructure Subsidy Programme, application is being submitted herewith for grant of subsidy of Rs. on investment in fixed for the new unit namely

1. The programme for the Unit has been approved by the Following Financial Institution/ Bank.

a)

b)

c)

2. The cost of the project as approved by the above Institution/ Bank and the details of the fixed assets acquired are as under:

Details of Fixed assets	Own Contribution (Rs.)	Loans etc. from Bank/ Financial Institution	Total (Rs.)
a) Total fixed capital investment			
i) Plant & Machinery			
ii) Other productive assets			
iii) Other Assets			
Total			

3. Employment Generated :

- a) Managerial :
- b) Supervisory :
- c) Skilled Workers :
- d) Un-skilled Workers :

4. Date of commencement of commercial production/ commercial activity.

5. The following certificates have been appended:

- a) Certificate from Chartered Accountant certifying the extent of share capital subscribed and paid value of fixed assets, if any acquired and paid for as stated above.
- b) Details of the Plant & Machinery as per project report acquired duly certified by the management in the programme.

6. I/We hereby agree that I/We shall forthwith repay the amount disbursed to me/us under this programme, if the amount of Rs. (Rupees.....) towards% investment subsidy is found to have been disbursed in excess of the amount actually admissible for whatsoever the reason. Further we shall also be liable to pay interest at such rate as prescribed by the Government from time to time on such amount as such other charges/ expenses which may be payable by us.

7. It is hereby further certified that I have neither to apply nor have received any amount by way of% grant of subsidy in respect of this unit from Government/ Financial Institution.

8. A copy of latest audited accounts of the unit is also enclosed herewith.

Your's faithfully

Signature of the Applicant

Name of the Authorized Signatory
For & behalf of

ANNEXURE-II

Name of the Chartered Accountant (s):

We hereby certify
 that..... have acquired
 (Name of the Enterprise)

following fixed assets
 up to.....
 (Address)

for manufacture of by the Enterprise
 (Name of the product)

Item of fixed assets	Values	
1. Lease -hold / Free-hold land		
2. Plant & Machinery		
a) Value paid for items at site		
b) Advance payment to machinery supplies		
3. Loading, unloading, transportation, octroi duties, erection expenses etc.		
4. Pre-operative expenses to be capitalized		
5. Preliminary expenses to be capitalized		
6. Other productive Assets		
7. Misc. Fixed Assets		
a.		
b.		
Total:		

We have checked the books of accounts of the Enterprises invoices etc. and certify that the aforesaid information verified & certified to be true. We also certify that the aforesaid items have been duly paid for and no credit raised there against in the books of the credit.

Place:

Date:

Chartered Accountant
 Registration No.

ANNEXURE-III**CERTIFICATE FROM THE CONCERNED BANK OR THE FINANCIAL INSTITUTION DULY
SIGNED BY A RESPONSIBLE OFFICER**

Certified that M/s.....
of..... have
been disbursed on this date amounts under the loan amounting to Rs..... sanctioned
under letter No..... Datedas shown below:

Loan amount previously disbursed :
Upto.....present installment disbursed :
On.....
Total amount disbursed up-to-date value of fixed
Capital Investment:-
(i) Plant & Machinery (excluding)
a) Expenses regarding technical know-
how :
b) Engineering Fees :
c) Cost of Feasibility study :
d) Promotional and pre-operative
expenses capitalized :
(ii) Other productive assets :
(iii) Other assets: Tools, Jigs, Dies and Moulds
and Good Carriers :

Total

Certified that the sanction of financial assistance to M/s.....
..... for the plant at.....
..... has been considered on
the basis of the Company's assessed requirement of civil works and buildings as shown below:-

Proposed building for factory : Rs.

The above value is considered as reasonable and needed for the plant.

Date:

Signature of the Agent or Manager

(Name of the Institution)

Annexure-IV

Verification Report

Statement of claims of A & N Island Capital Subsidy for Micro & Small Enterprises

Name and Address of the Enterprise:

Annexure-V

**STATEMENT OF CLAIM FOR REIMBURSEMENT OF
ANDAMAN & NICOBAR ISLANDS CAPITAL INVESTMENT SUBSIDY PROGRAMME FOR MICRO & SMALL ENTERPRISES**

Sl. No.	Name of the Unit & Capital Investment of the Enterprise	Complete Address of the Enterprise		Status of the Enterprise	Name of the Proprietor/ Partner/ Managing-Director	Memorandum under MSMED Act No. & Date	Date of commencement of Production	Installed Capacity in terms of value
		Office	Manufacturing					
1	2	3(a)	3(b)	4	5	6	7	8

FIXED CAPITAL INVESTMENT

Sl. No.	Name of the Enterprise	Total Investment on Plant & Machinery claimed	Total Investment on other fixed assets claimed	Total (9+10)	Total cost of Plant & Machineries actually utilized for the purpose of the activity	Total cost of other fixed assets actually utilized for the purpose of activity	Total (12+13)
1	2	9	10	11	12	13	14

SOURCE OF FINANCE

Sl. No.	Name of the Enterprise	The Bank/Financial Institution from where the Loan has been taken	Total Loan Availed		Own Contribution	Other Miscellaneous	Total(15+16+17+18)	Total Loan actually utilized for the purpose of activity
			Term Loan	Working Capital				
1	2	15	16(a)	16(b)	17	18	19	20

EMPLOYMENT GENERATION

Sl. No.	Name of the Enterprise	Employment Generation					
		Skilled	Unskilled	Supervisory	Watch & Ward	Local	Non Local
1	2	21(a)	21(b)	21(c)	21(d)	21(e)	21(f)

13. DETAILS OF THE CLAIM

Sl. No.	Name of the Enterprise	Particulars of Machinery	Date of Purchase	From Whom Purchases	Details of Supporting Document		Money Receipt		Amount Claimed	Amount Disallowed	Amount Eligible
					Bill No.	Date	No.	Date			
1	2	22	23	24	25 (a)	25 (b)	26 (a)	26 (b)	27	28	29

EMPLOYMENT GENERATION

Sl. No.	Name of the Enterprise	Subsidy entitled 25% or 50% of Col. 29 (Rs.)	Date of committee meeting
1	2	30	31

RECEIPT

Received with thanks from General Manager, District Industries Center , Andaman and Nicobar Administration a sum of Rs.....
(Rupees.....only) by Cheque No.....dated..... on account of Andaman & Nicobar Islands Capital Investment Subsidy Programme as per the terms and conditions laid down in the agreement executed by us.

Place:

Dated:

PROPRIETOR

ANNEXURE -VI

AGREEMENT TO BE MADE BY THE UNIT OF RS. 10/- STAMPED PAPER

AGREEMENT

THIS INDENTURE MADE ON this

..... day of two thousand

..... BETWEEN THE President of India acting through the Lieutenant Governor (Administrator), Andaman & Nicobar Islands, hereinafter will be called as the 'First Party, (which expression shall unless it be repugnant to the context or meaning thereof deem to include its successors and assigns/ his heirs, executors, administrators and assigns) and Messer's

..... having its office at

..... hereinafter called the 'Second Party' (which expression shall unless it be repugnant to the context or meaning thereof deem to include its successors and assigns/ his heirs, executors, administrators and assigns).

WHEREAS:

1. Andaman & Nicobar Administration has framed a programme called the A & N Islands Capital Investment Subsidy for Micro & Small Enterprises for the Industrial Units set up in Andaman & Nicobar Group of Islands (hereinafter referred to as 'the said programme' where under with a view to promoting growth of industries in the Andaman & Nicobar Group of Islands by the A & N Administration by granting a subsidy to the parties who set up Industrial Unit in the Andaman & Nicobar Group of Islands and undertake substantial expansion of existing industries set up in Andaman Nicobar Islands and the said parties satisfy the terms and conditions laid down under the programme.
2. The Island Capital Investment Subsidy hereinafter referred to as the said subsidy sanctioned by the Andaman & Nicobar Administration.
3. The 'First Party' has appointed the General Manager , District Industries Center , Andaman & Nicobar Administration (hereinafter referred as 'General Manager') to act as Agent for the Disbursement of the said subsidy.
4. The 'Second Party' intends to set up an Industry..... and have satisfied other condition of the subsidy programme and have, therefore, becomes eligible for the benefits under the said subsidy programme.
5. Under the said subsidy programme, the 'Second Party' is /are eligible for subsidy to the extent of 25%/50% of his/her/their fixed capital investment to a maximum limit of Rs. 50.00 lakhs (Rupees fifty lakhs) where such investment is made in the Union Territory of Andaman & Nicobar Islands.
6. The 'Second Party'(s) by his/ her/ their application dated the day applied to the Administration for the grant of Andaman & Nicobar Islands Capital Investment Subsidy amounting to Rs..... (Rupees..... only).

7. After considering the above application and the further representation made by the 'Second Party' from time to time the total fixed capital investment to be made for the purpose of the said expended portion of the unit/new unit at is estimated to the tune of Rs.....(Rupees..... only). Accordingly the maximum amount 25% / 50 % admissible comes to Rs.....(Rupees..... only).
8. Relying on the said application and subsequent representation made by the 'Second Party', the 'First Party', has sanctioned the Capital Subsidy of Rs.(Rupees only) and the General Manager, District Industries Center , Andaman & Nicobar Administration has agreed to pay the same on behalf of the 'First Party' to the Second Party' on his/her/their executing the necessary documents, as hereinafter appearing and creating the fixed assets to the tune of Rs.....(Rupees only).

NOW THIS INDENTURE WITNESSES AND it is hereby agreed by and between the parties here to as under:

In consideration of the 'First Party' agreeing to give the 'Second Party' under the said programme, in such instalments as the Administration in its sole discretion think fit, an aggregate amount of Rs.....(Rupees..... only) as and by way of the subsidy on the 'Second Party' creating the fixed assets of Rs.....(Rupees..... only) for the purpose of the said unit as the 'Second Party' (s) do and each both hereby covenants with the Govt. as under:-

9. The General Manager, District Industries Center , Andaman & Nicobar Administration will be entitled in his sole discretion make disbursement of the subsidy of any part thereof either in one or more instalments to the 'Second Party' on its complying with the terms and conditions of the subsidy and of this Agreement.
10. In the event of the General Manager, District Industries Center , Andaman & Nicobar Administration, ultimately deciding for any reason whatsoever, that, the 'Second Party' is/are entitled to a lesser amount, the excess amount of the Island Capital Investment Subsidy shall be repaid by the 'Second Party' to the 'First Party' or to the General Manager as the Authorized Agent of the 'First Party' or to the Director of Industries as the Authorized Agent of the 'First Party' together with interest accrued thereon at the rate of 12½% (Twelve and a half percent) per annum or such other higher rate as the 'First Party' or the General Manager may decide from time to time from the date of payment of the said sum of Rs.....(Rupees..... only) or any part thereof paid under this Agreement till the repayment.
11. The 'Second Party' shall not without taking prior approval of the General Manager, District Industries Center, Andaman & Nicobar Administration, change the location of the whole or any part of Industrial Unit or effect any substantial change in the said project.
12. The 'Second Party' shall promptly furnish to the General Manager, District Industries Center , Andaman & Nicobar Administration /'First Party', certified copies of its Audited Balance Sheet and Profit & Loss Account within a period of six months from and by such dates as may be prescribed by the Administration from time to time.
13. The said sum of Rs.....(Rupees..... only) or such part thereof as may have been till then paid by the 'First Party' to the 'Second Party' shall become forthwith repayable by the 'Second Party' to the 'First Party' in each and every of the following events, namely:
 - a. If the 'Second Party' fail to go into production within a reasonable time, or;
 - b. If the 'Second Party' go out of production within five years from the date of commencement of production, or;

- c. If the 'Second Party' change the location of the whole or any part of the Industrial Unit or effect any substantial part of the total fixed capital investment within a period of five years going into production, or;
- d. If any information furnished by the 'Second Party' in his/her/their application for the subsidy or otherwise howsoever particularly regarding the location, capital investment and production capacity of the said unit prior to sanctioning of the said sum of Rs.....(Rupees.....only) as the subsidy is found to be incorrect or false, or;
- e. If a distress or execution shall be levied upon any property of the 'Second Party' or any part of the said factory or Receiver thereof be appointed, or;
- f. If the 'Second Party' commits breach of anyone of the covenants or provisions, or terms and conditions herein contained and on his/her/their part to be observed and performed, or;
- g. If the 'Second Party' close the said factory for a period exceeding six months at a time for reasons, other than the labour trouble, want of electric power or raw materials, shall cause to discontinue the business for any reason whatsoever, or;
- h. If the 'Second Party' or any of his/her/their partner file a petition for being adjudicated insolvent or are adjudicated insolvent, or;
- i. If any petition for winding up the 'Second Party's company is presented to any court or the company of the 'Second Party' passes any resolution for being wound up, or;
- j. If the 'Second Party' fail or neglect to forthwith execute such further documents as may be required by the 'First Party' or to duly comply with any directions given to it by the 'First Party' or the General Manager. In each one of the aforesaid contingencies the 'Second Party' agree to repay the whole amount mentioned above with interest there on at the rate of 12½ % (Twelve and a half percent) per annum or such other higher rates as the 'First Party' or the General Manager may decide from time to time from the date of disbursement for the subsidy till the repayment.

14. The 'Second Party' shall permit any person or persons authorized by the 'First Party' in that behalf at any time and from time to time during the usual time of the business to inspect and examine any part of the said enterprises and shall render to him/them such assistance as may be required for the purpose aforesaid. The 'Second Party' shall furnish to the 'First Party' or to such person or persons as aforesaid. The 'Second Party' shall furnish to the 'First Party' or to such person or persons as aforesaid all such information relating to the said factory as may be required by such person or persons.

15. The 'Second Party' shall observe and perform, all instructions and directions that may be issued from time to time by the 'First Party' or the Director of Industries in relation to utilization of the said sum of Rs..... (Rupees only) and shall for five years hereinafter submit to the 'First Party' yearly/ periodical progress report to the General Manager on the working of the said unit at the time in the form prescribed by 'First Party' or the General Manager.

16. The 'Second Party' shall:

- a. Furnish information asked for by the Government of India or by the 'First Party', or by the Member Secretary, Scrutiny Committee from time to time, and;
- b. Furnish to the General Manager , District Industries Center, Andaman & Nicobar Administration, Port Blair certified copies of the Statement of Accounts including the Balance Sheet as also periodical statements in such form and by such dates as may be prescribed by the 'First Party' or the General Manager from time to time, and;
- c. Furnish true copies of the documents as may be required by the 'First Party' or the General Manager time to time.

17. In the event of any dispute or differences arising between the 'First Party' & 'Second Party' hereto in respect of or in relation to this Agreement or any provision herein contained either during the subsistence of this Agreement, the same shall be referred to the Sole Arbitrator appointed by the Lt. Governor of Andaman & Nicobar Administration. The provisions of Arbitration & Conciliation Act, 1996 shall be applicable in this regard. The decision of the Sole Arbitrator shall be final and binding on the parties. The proceeding of Arbitration shall be held at Port Blair.
18. In the event of any action arising under any of the Clauses herein above, the 'Second Party', the Legal charges and such other costs as the General Manager may be required to incur in connection with the action contained above of the 'Second Party'.
19. The 'Second Party' hereby agreeing to bear and pay all the costs/charges and the expensed incidental to the preparation and the execution of this Agreement.
20. The 'Second Party' hereby agrees to authorize the General Manager, District Industries Center, Andaman & Nicobar Administration to pay directly to the Financial Institution/Bank out of subsidy amount sanctioned by the 'First Party', for such amount due to be paid to the Financial Institution /Bank, towards loan alongwith interest, granted by the Financial Institution/ Bank for creation of fixed assets, for which the said subsidy is sanctioned.

IN WITNESS WHEREOF the 'First Party' and the 'Second Party' have affixed their common seal to this writing the day and year first herein above written.

THE COMMON SEAL OF

Is here up to affixed pursuant to the resolution of the Board of Directors of the Company passed on the day in the presence of who has/have put his/her/their signature IN TOKEN OF HIS PRESENCE in the presence of

Or

IN THE WITNESS WHEREOF the 'First Party' and the 'Second Party' have put their (respective) hands hereto the day and year herein above written.

SIGNED AND DELIVERED

With name

In the presence of

1.

2.

ANNEXURE -VII

Undertaking on Rs. 5/-Stamped Paper

We hereby undertake that we shall permit any person authorized by the Director of Industries or by Administration in their behalf any time and from time to time during the usual time of business to inspect and examine the necessary records and book of accounts, in order to check the utilization and use of Andaman & Nicobar Island Capital Investment Subsidy received by us and to ensure that the raw materials and the finalized goods in-respect of which Andaman & Nicobar Islands Capital Investment Subsidy has been given to us were actually used in our units.

We shall furnish to the General Manager, District Industries Center, Andaman & Nicobar Administration all such information as asked for by the Administration of Andaman and Nicobar Islands or by any other officer authorized by the Director of Industries from time to time.

We undertake that the subsidy shall be adjusted towards the loan account in case the Govt./Financial Institutions/Corporation for creating assists the unit fixed assets.

We undertake that if the General Manager, District Industries Center , Andaman & Nicobar Administration ultimately decides for any reason whatsoever that we are not entitled for the reimbursement of Capital Investment Subsidy in full or in part, the amount found to be inadmissible would be refunded to the General Manager , District Industries Center within one month.

Place:

Dated:

PROPRIETOR